



CLEAN ENERGY ADVANTAGE PROGRAM CONTRACTOR AGREEMENT

This Contractor Agreement (this "Agreement") sets out the terms and conditions under which the undersigned contractor ("Contractor") shall participate as a Participating Contractor in the Clean Energy Advantage ("CEA") Program ("Program") of the Montgomery County Green Bank Corporation ("MCGB"). If MCGB agrees on participation of the Contractor for the Program, Contractor agrees to be bound by all the terms and conditions set forth in this Agreement. MCGB has developed a separate program operational guide, the Montgomery County Green Bank CEA Participating Contractor Guidelines ("Contractor Guidelines"), which governs the CEA Program and which also describes the CEA Program requirements, including those pertaining to CEA Program Contractors. Failure to abide by the terms and conditions of this Agreement, or the Contractor Guidelines, may result in Contractor's immediate termination from the Program. For projects financed with Program loans, Contractor will contract with eligible Montgomery County, MD homeowners to provide energy efficiency and renewable energy products and services that comply with Program requirements as provided herein.

I. Contractor Requirements.

- a. Unless Contractor is a contractor providing solar or energy storage equipment and not operating under a utility program, Contractor shall be listed on the utility's website for at least one of the utility rebate and incentive programs offered by Pepco, BG&E, Washington Gas, or Potomac Edison in Montgomery County, MD and shall remain in good standing with that utility or utilities, and/or be a renewable energy installer ("Renewable Energy Contractor").
- b. Contractor shall describe its business structure, i.e., corporation, limited liability company, limited partnership, sole proprietorship, and provide documentation if requested.
- c. Contractor shall provide its applicable state business license number(s), including expiration date(s) to MCGB and maintain its license(s) to become and remain a MCGB CEA Program Participating Contractor. Such records shall be kept current with MCGB.
- d. Contractor shall provide evidence of the business-related insurances, including expiration date(s) it maintains and keep such insurance policies current to become and remain an MCGB CEA Program Participating Contractor. Such records shall be kept current with MCGB.
- e. Contractor shall provide each customer a written warranty of labor and materials for a minimum of twelve (12) months from the date of service. Equipment installed, if applicable, shall carry the manufacturer's warranty.
- f. Contractor shall provide each customer with a written estimate of the costs of the project, including projected energy savings.
- g. Contractor shall only provide the CEA Program Eligibility link to Montgomery County, MD homeowners who, to the best of Contractor's knowledge, are occupying the home as their primary residence.
- h. Contractor shall enter into a written contract with each customer for any project financed with a CEA Program loan.

- i. Contractor shall comply with all applicable federal, state, and municipal laws, ordinances, regulations and building codes.
- j. Contractor shall comply with the CEA Contractor Guidelines with respect to the operation and any promotion of the Program.
- k. Contractor shall participate in the Program training program prior to performing any work under the Program.
- l. If the Contractor or its subcontractors becomes involved in a dispute with a customer, Contractor shall work to settle the dispute amicably with the customer. MCGB has no responsibility to provide dispute resolution assistance.
- m. MCGB will assess a Program fee to contractors in an amount set forth in the CEA Contractor Guidelines (the "Contractor Fee") for every loan that is funded. MCGB will invoice contractor for Contractor Fee, and Contractor agrees to promptly remit payment to MCGB for such Contractor Fee(s). Should MCGB change the Contractor Fee, MCGB will send an email notification to Contractor's contact of record at least 30 days in advance of any change going into effect.

II. Termination. Either MCGB or Contractor may terminate this Agreement in writing at any time and for any reason; provided, however this Agreement shall remain in effect with regard to projects which have been funded in whole or in part with Program loans.

III. Indemnification.

- a. Contractor will indemnify, reimburse, hold harmless, and defend MCGB, as well as its directors, officers, employees, agents, and other consultants from any claims of any kind including, but not limited to, losses, costs, damages, punitive damages, penalties, all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs arising out of or connected in any way with any actual or alleged action or omission of Contractor, its employees, agents, or subcontractors of any tier or any other entity or person for whom Contractor is responsible, in the performance or non-performance of services in connection with Program and for any breach of any representation, warranty, or covenant of Contractor. Under no circumstances shall MCGB, its directors, officers, employees, agents, and other consultants be liable to Contractor for any amounts in connection with the Program under any legal theory, including any special, consequential, incidental, or indirect damages. This Section III(a) shall survive the termination of this Agreement.
- b. Contractor understands that MCGB is not endorsing Contractor's business, or warranting, endorsing, or guaranteeing the performance of any equipment or materials that may be sold or installed by Contractor and financed with a Program loan. Contractor shall include a disclaimer to this effect in any of Contractor's marketing or other promotional materials related to the Program or otherwise referencing MCGB.

IV. Miscellaneous

- a. This Agreement shall be construed in accordance with the laws of the State of Maryland. The parties agree that any action or proceeding arising out of or relating to this Agreement may be commenced in the federal or state courts of competent jurisdiction located in the State of Maryland.
- b. MCGB may receive information from the Contractor related to the work to be completed by the Contractor under the Program and will use any information obtained for CEA Program management and evaluation and treat the information as confidential unless otherwise required by law. MCGB will not release any identifying information to Contractor's competitors without Contractor's consent and will not sell Contractor's information to third parties. For all other uses, MCGB will only release Contractor information in an anonymous and aggregated form.

- c. In case any one or more of the provisions in the Agreements are invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected thereby.
- d. MCGB may amend the CEA Contractor Guidelines upon 30 days prior written notice. Notwithstanding the foregoing, if MCGB modifies the CEA Contractor Guidelines as a result of a change in law related to the Program, Contractor shall immediately comply with such modified Guidelines upon written notice from MCGB.
- e. Contractor shall be an independent contractor and participation in the Program is not intended to make Contractor an employee, agent, partner, or joint venture partner of MCGB or any of its directors, officers, employees, agents, or other consultants.
- f. Except as otherwise provided herein, this Agreement may be amended at any time and, from time to time, by one or more writings mutually agreed to and executed by the parties.
- g. This Agreement shall be binding on the parties' successors and permitted assigns. Neither party shall assign this Agreement without the prior written consent of the other party.

[Signature Page Follows]

NOTE: Print this page and mail a signed copy to the address listed at the beginning of the Application to contractors@mccgreenbank.org.

By signing this Agreement, the undersigned, an Participating representative of Contractor represents and warrants that (i) I am duly Participating to submit this Agreement on behalf of Contractor; (ii) the information provided in the Application and any other related documents delivered to MCGB, is true, accurate, and complete; (iii) I have read the Application and the Agreement in their entirety; (iv) I understand and accept the terms and conditions contained in this Agreement and in the Contractor Guidelines (including any updates thereto). I further understand and accept that the approval or rejection of the Application is at the sole discretion of MCGB and only upon receipt of an application approval notice will Contractor be able to promote MCGB loans to customers.

I represent that I am a Participating Contractor in one or more of the following residential utility programs (Please place initials next to all that apply):

- Pepco
- Washington Gas
- BG&E
- Potomac Edison
- My company is a Renewable Energy Contractor

IN WITNESS WHEREOF, Contractor caused this Agreement to be executed as of the date set forth below.

Participating Representative (print name)	Company	Title
Business Structure:		
Applicable State of Maryland Business Licenses and Numbers:		
Signature		Date

Attached:

- 1) Copy of applicable business licenses, including expiration dates.
- 2) Evidence of current business-related insurances, including expiration dates.
- 3) Contact information for where Contractor Fee invoice is to be sent.

[Signature Page to CEA Program Contractor Agreement]